

## B3 Communications - IT SERVICES TERMS & CONDITIONS

### 1. Definitions

1.1 In these Terms and Conditions, the following expressions have the meanings set out below unless the context otherwise requires:

1.2 Agreement means these IT Services Terms & Conditions together with any Order Form, Scope of Services, Statement of Work, Price List or other document expressly incorporated by reference.

1.3 B3, we, us, our means B3 Communications Ltd and any group company or authorised subcontractor.

1.4 Business Day means Monday to Friday, 9:00am to 5:00pm, excluding bank and public holidays in England and Wales.

1.5 Charges means all fees payable by the Customer under the Agreement including (without limitation) Managed Service Charges, maintenance charges, setup and onboarding fees, per-device fees, per-user fees, project charges, licence charges, administrative fees, third-party pass-through charges, termination fees and cancellation charges.

1.6 Customer means the company, partnership, sole trader or other legal entity entering into this Agreement with B3.

1.7 Device means any workstation, laptop, server, firewall, network device, peripheral or endpoint supported under the IT Services.

1.8 Equipment means any hardware supplied, installed, loaned or provided by B3.

1.9 IT Services or Services means the managed IT services, support, maintenance, hardware supply, software licensing and related services provided by B3.

1.10 Managed Services means the recurring IT support and maintenance services described in the Order Form.

1.11 Minimum Term means the minimum contractual term specified in the Order Form, beginning on the Service Go-Live Date.

1.12 Order Form means the document agreed between the parties specifying Services, Devices, Charges and commercial terms.

### 2. Overview of IT Services

2.1 B3 shall provide the IT Services outlined in the Order Form on a reasonable endeavours basis.

2.2 The IT Services are designed to support an agreed and approved IT environment only.

2.3 The Customer is solely responsible for determining whether the IT Services meet its business, regulatory and operational requirements.

### 3. Minimum Term & Renewal

3.1 The IT Services are supplied for the Minimum Term stated in the Order Form.

3.2 The Minimum Term begins on the Service Go-Live Date.

3.3 The Customer may not terminate the Agreement during the Minimum Term except by paying the applicable termination fees unless otherwise agreed in writing by B3.

3.4 Upon expiry of the Minimum Term, the Agreement shall automatically renew unless terminated in accordance with clause 3.6.

3.5 Renewal Terms:

(a) Customers with more than ten (10) employees shall renew for the same length as the original Minimum Term; and

(b) Customers with ten (10) employees or fewer shall renew for twenty-four (24) months.

3.6 The Customer must provide not less than ninety (90) days' written notice to terminate at the end of the Minimum Term or any Renewal Term.

3.7 Failure to provide valid notice shall result in automatic renewal.

3.8 B3 may rely on Companies House records, user counts or other reasonable data sources when assessing employee headcount.

3.9 Where the Agreement renews automatically following expiry of the Minimum Term, B3 may revise the Charges applicable to the renewed term by providing written notice prior to renewal. Continued use of the IT Services following renewal shall constitute acceptance of the revised Charges.

3.10 B3 may elect not to renew the Agreement and shall provide reasonable notice.

#### **4. Charges & Payment**

4.1 Charges are payable as set out in the Order Form and Price List.

4.2 Charges may increase annually in line with RPI, capped at ten percent (10%) per annum.

4.3 B3 invoices monthly in advance. Payment is due within fourteen (14) days of invoice date.

4.4 Payment shall be collected by Direct Debit. The Customer must maintain a valid Direct Debit mandate throughout the Agreement.

4.5 The Customer may not withhold or set off any amount owed.

4.6 B3 may suspend Services, charge statutory interest and recover reasonable costs where payment is overdue.

#### **5. Onboarding, Hardware & Devices**

5.1 Where a Device is not purchased through B3, a setup and onboarding fee of £75 per Device shall apply.

5.2 During the term of the Agreement, all new hardware and Devices purchased for use in connection with the IT Services must be supplied by B3. B3 reserves the right to act as the sole supplier of such equipment unless otherwise agreed in writing.

#### **6. Equipment, Software & Licence Rights**

6.1 Equipment supplied by B3 remains B3's property unless ownership is expressly transferred in writing.

6.2 B3 is not responsible for faults caused by Customer-owned or unapproved equipment.

6.3 All software, subscriptions and licences supplied, provisioned or managed by B3 are provided subject to applicable third-party licence terms. The Customer's right to use such licences is limited to the term of the Agreement and conditional upon full payment of all Charges.

6.4 B3 retains control of licence provisioning and may suspend, withdraw or reassign licences upon termination or non-payment.

6.5 All Equipment and Devices decommissioned or replaced during the term of the Agreement must be recycled or disposed of through B3, unless otherwise agreed in writing.

6.6 Recycling, disposal and decommissioning services shall be provided by B3 in accordance with the applicable Price List.

6.7 B3 shall have no responsibility or liability for the recycling, disposal, environmental compliance or data removal of any Equipment or Devices not processed through B3, or where the Customer engages a third party without B3's prior written agreement.

6.8 The Customer's entitlement to use any software licences or subscriptions supplied or managed by B3 is limited to the term of the Agreement, conditional upon full payment of all Charges, and subject to the applicable third-party licence terms. Nothing in this Agreement grants the Customer any ownership interest in such licences beyond this limited right of use.

#### **7. Managed Services, Maintenance & Support**

7.1 Managed Services are provided only to the extent expressly included in the Order Form.

7.2 Managed Services are intended to maintain the approved IT environment and exclude new installations, upgrades, projects or unsupported systems.

7.3 Any work outside the agreed maintenance scope shall be chargeable at B3's standard rates.

7.4 B3 may require a take-on audit or system review. Any remedial work required shall be chargeable unless otherwise agreed.

7.5 B3 may suspend or limit Services where the environment becomes unsupported, insecure or materially altered.

7.6 The Customer shall not misuse the Services or use them unlawfully. B3 may suspend Services without liability where misuse is reasonably suspected.

7.7 All IT Services are provided subject to an ongoing maintenance and support requirement. Maintenance and support charges shall apply for the duration of the Agreement and any renewal term, shall be mandatory, and shall be payable in addition to any Charges set out in the Order Form, Master Services Agreement or other commercial schedule, unless expressly stated otherwise in writing by B3.

7.8 Where the Customer elects to move from the standard maintenance model to a per user or per device maintenance package, B3 reserves the right to apply such pricing.

7.9 B3 shall determine the applicable maintenance model for the IT Services, which may include maintenance charged in accordance with B3's standard Terms and Conditions or a per user or per device pricing model. Where a per user or per device model is applied, such Charges shall be calculated in line with B3's applicable Price List, as notified to the Customer from time to time.

7.10 Where B3 agrees to an alternative maintenance pricing structure, including per user or per device charging, such pricing shall be applied in accordance with B3's applicable Price List, as notified to the Customer from time to time, and only where confirmed in writing by B3.

7.11 Additional maintenance charges may apply to Devices that are out of warranty, end of life, end of support, or otherwise unsupported by the manufacturer.

## **8. Customer Responsibilities**

8.1 The Customer shall provide accurate information, cooperation and access as required.

8.2 The Customer is responsible for data backups, cybersecurity, internal networks and software licence compliance.

8.3 The Customer shall not resell, sublicense or otherwise make the IT Services available to any third party without B3's prior written consent.

## **9. Third-Party Services**

9.1 B3 is not responsible for outages, failures or changes to third-party services, software or suppliers.

## **10. Service Levels**

10.1 Unless expressly agreed in writing, the IT Services are provided on a reasonable-endeavours basis.

10.2 No guaranteed response times, fix times, service credits or compensation apply unless documented in a separate SLA.

10.3 Planned maintenance may be performed and may result in temporary disruption.

## **11. Liability**

11.1 B3 shall not be liable for any indirect or consequential loss, including loss of profit, data or business interruption.

11.2 Nothing limits liability for death, personal injury, fraud or liability which cannot be excluded by law.

## **12. Termination by B3**

12.1 B3 may terminate this Agreement immediately for non-payment, failure to maintain Direct Debit, material breach, misuse, insolvency, security risk or where required by a supplier or authority.

12.2 Upon termination all outstanding Charges become immediately due and B3 may withdraw Services and licences.

## **13. Termination by the Customer**

13.1 Termination during the Minimum Term requires not less than twenty-eight (28) days' written notice and payment of early termination charges.

13.2 Early termination charges represent a genuine pre-estimate of B3's loss and shall be calculated by taking the Customer's average monthly Charges over the preceding three (3) billing cycles (or contracted Charges where fewer exist) multiplied by the number of months remaining in the Minimum Term, together with repayment of any discounts, onboarding costs or incentives.

13.3 Following expiry of the Minimum Term, termination requires not less than ninety (90) days' written notice.

13.4 Additional administrative, decommissioning or third-party cancellation fees may apply.

## **14. Data Protection**

14.1 Each party shall comply with applicable data protection law.

## **15. Credit Checks, Fraud & Financial Risk**

15.1 B3 may conduct credit and fraud checks at any time.

15.2 Where B3 reasonably identifies increased risk, it may require deposits, guarantees, advance payment or suspend Services.

## **16. Complaints**

16.1 The Customer may raise complaints in accordance with B3's internal complaints procedure.

16.2 Where unresolved, complaints may be referred to an appropriate alternative dispute resolution provider.

## **17. General**

17.1 B3 may assign, novate or transfer this Agreement upon written notice.

17.2 B3 may amend these Terms to reflect legal, regulatory or supplier changes.

17.3 If any provision is invalid, the remainder shall remain in force.

17.4 This Agreement constitutes the entire agreement between the parties.

17.5 Clauses intended to survive termination shall do so.

## **18. Governing Law**

18.1 This Agreement shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction.

## **19. Additional Commercial Protections**

19.1 Supplier Cost Changes: B3 may adjust Charges during the term where third-party suppliers, licensors or distributors increase pricing, introduce new fees, or materially change commercial terms, upon providing reasonable written notice to the Customer.

19.2 Minimum User and Device Commitments: Where Charges are based on user, licence or Device quantities, the minimum quantities specified in the Order Form represent the Customer's committed usage for the full Minimum Term and any Renewal Term, regardless of actual usage or headcount changes.

19.3 Non-Cooperation: B3 may suspend or limit the IT Services where the Customer fails to provide reasonable access, cooperation, information or approvals required to deliver the Services securely and effectively.

## **20. Data, Backup & Security Responsibilities**

20.1 Unless expressly included in the Order Form, B3 does not guarantee data integrity, backup success, business continuity or disaster recovery outcomes.

20.2 The Customer remains responsible for maintaining appropriate backups, recovery procedures and cybersecurity controls.

20.3 Remediation of security incidents, cyberattacks, ransomware events or data breaches is excluded from Managed Services and shall be chargeable unless expressly included in the Order Form.